



City of New London

Department of Finance-Purchasing Agent
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

Invitation for Bids

ADDENDUM

Bid No.: 2017-08

Addendum No.: 1

Date Issued: January 27, 2017

Sludge Storage Tanks Rehabilitation

Opening Date and Time: February 3, 2017 at 2:00 P.M.

Bidders Notes: This addendum is issued to provide all bidders with notice changes to the Contract Documents as identified in Attachment 1.

All other terms and conditions remain the same.

This Addendum cover page must be signed and returned with your bid.

Authorized Signature of Bidder

Company Name

Return Bid To:

Alicia Smith, Purchasing Agent
City of New London
13 Masonic Street
New London, CT 06320

Bids cannot be accepted after the Bid Opening Date and Time indicated above.

ATTACHMENT 1

A. GENERAL

1. The attention of all prospective Bidders submitting proposals for the above-referenced project is called to the following Addendum to the Contract Documents. The items set forth therein, whether of omission, addition, substitution, or clarification, are all included in the proposed work.
2. Inclusion of this Addendum must be acknowledged by inserting its number on the appropriate page(s) of the Bid Forms. Failure to acknowledge any and all Addenda in the above-specified Bid may be cause for rejection by the District on the grounds that it is non-responsive.
3. The Bid Opening will be held in the Tax Office Conference Room located at 15 Masonic Street, New London, Connecticut.

B. CHANGES TO TERMS AND CONDITIONS

1. STANDARD INVITATION FOR BIDS (IFB) AND CONTRACT TERMS AND CONDITIONS
 - a. Article 23, DELETE the following:
“Professional Liability (errors and Omissions) Coverage appropriate to the contractor’s operations – Two million dollars (\$2,000,000.00) each occurrence.”
 - b. ADD the following to the end of the document:

Qualifications of Bidders

35. In order to perform public work, Bidder and its Subcontractors, prior to award of Contract or as otherwise required by the jurisdiction, shall hold or obtain such licenses as required by State Statutes, and federal and local Laws and Regulations.
36. To demonstrate Bidder’s qualifications to perform the Work, within 5 days of Owner’s request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below:
 - The Bidder shall hold a current DAS Contractor Prequalification Certificate in Water Treatment Plants from the Department of Administrative Services of the State of Connecticut according to C.G.S. § 4a-100, C.G.S. § 4b-101 and C.G.S. § 4b-91. Bidders shall submit with their bids a DAS Contractor Prequalification Certificate along with a current Update (Bid) Statement.
 - Bidder is advised to carefully review those portions of the Bid Form requiring representations and certifications.

License Requirements

37. Contractors and Subcontractors, in order to perform public work in the State of Connecticut, are required to hold, prior to award of Contract, State of Connecticut Contractor's Licenses of the class required to perform the specified Work.

Interpretations and Addenda

38. All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the office issuing documents as having received the Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids will not be answered. All Addenda will be issued for receipt not later than 5 days prior to the date for the opening of bids. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
39. Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

2. Bid Proposal Form

- a. Article 2, DELETE the following text in two places:
"thirty (30) days"
And REPLACE it with:
"one hundred and twenty (120) days"

3. CONTRACT FOR SERVICES

- a. ADD the following to the end of the document:

Contract Times

25. Time of the Essence: Time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
26. Days to Achieve Substantial Completion and Final Payment:
 - The Work shall be substantially completed within 180 days from the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 days after the date when the Contract Times commence to run.
27. Days to Achieve Substantial Completion of Milestone(s):

- The Work necessary to achieve the Milestone(s), as identified in Section 01 31 13, Project Coordination, shall be substantially completed as follows:
 - Completion of Thickened Sludge Storage tank shall be substantially complete 60 days after the tank is taken offline.
 - Completion of Waste Sludge Storage tank shall be substantially complete 60 days after the tank is taken offline.

27. Liquidated Damages:

- Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph Contract Times above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$800 for each day that expires after the time specified herein for Substantial Completion until the Work is substantially complete.
- Contractor and Owner also recognize that time is of the essence of this Agreement's specified Milestone(s) and that Owner will suffer financial loss if the Work necessary to complete the Milestone(s) is not completed within the times specified in Paragraph Contract Times above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Milestone is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$1,000 for each day that expires after the time specified herein for Substantial Completion until the Milestone is substantially complete
- After Substantial Completion, if Contractor neglects, refuses, or fails to complete remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor

shall pay Owner \$800 for each day that expires after the time specified herein for completion and readiness for final payment until the Work is completed and ready for final payment.

C. CHANGES TO SPECIFICATIONS

- 4. 00 11 13 – ADVERTISEMENT TO BID
 - a. DELETE this Document in its entirety
- 5. 00 21 13 – INSTRUCTIONS TO BIDDERS
 - a. DELETE this Document in its entirety
- 6. 00 41 13 – BID FORM
 - a. Replace in its entirety with the Bid Form provided in this Addendum.
- 7. 00 43 13 – BID BOND
 - a. DELETE this Document in its entirety
- 8. 00 52 13 – AGREEMENT
 - a. DELETE this Document in its entirety.
- 9. 00 61 13.13 – PERFORMANCE BOND FORM
 - a. DELETE this Document in its entirety
- 10. 00 61 13.16 – PAYMENT BOND FORM
 - a. DELETE this Document in its entirety
- 11. 00 73 00 – SUPPLEMENTARY CONDITIONS
 - a. SC-6.03, DELETE this in its entirety and REPLACE with:
“Refer to **Standard Invitation for Bids (IFB) and Contract Terms and Conditions** Article 23.”
- 12. 01 29 00 – PAYMENT PROCEDURES
 - a. ADD the following row to the end of the Table in 1.05.B.

8	<p>A general allowance is for compensating the Contractor for disposal of items to be removed that are found to contain lead or Asbestos as specified in 02 41 00. Demolition of the items is covered under the Lump Sum.</p> <p>Measurement shall be based on the quantity of material disposed of by weight.</p> <p>Payment will be made from the allowance based on the services performed as determined by the Engineer.</p>
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13. Section 03 31 32 – REPAIR OF VERTICAL AND OVERHEAD CONCRETE SURFACES

- a. Section 3.02.B.2, DELETE the following text:
“1/2 inch”

And REPLACE with the following text:
“1 inch”

D. CHANGES TO DRAWINGS

1. None.

E. Pre-Bid Conference Sign-In

A mandatory Pre-Bid Conference was held on January 18, 2017. Sign-in sheet is below.



New London, Connecticut
Contract No 2017-08: Sludge Storage Tanks Rehabilitation Project
Mandatory Site Tour Sign-in Sheet

Date: Thursday, January 18, 2017
Location: 100 Trumbull Street, New London, CT

Time: Following Mandatory Pre-Bid Conference

Name	Firm Representing	Phone Number	Pre-Tour Initials	Post-Tour Initials
Ryan Zanini	DN Tanks	781-224-5102	RZ	
ARON FRECHETTE	ALL STAR CONSTRUCTION	860 678 0678	AF	
Samuel R. Nadeau	Structural	203-967-3999 cell 203-305-6188 office	SRN	
Made Chubet	Structural	803-269-7552	WC	
Wate Carlson	Delray Contracting	860-870-8100	WC	
Adam Bisson	C.H. Mickelson	800-459-0435	AB	
Frank Capasso	Frank Capasso & Sons	203 234 2355	FC	



New London, Connecticut
Contract No 2017-08: Sludge Storage Tanks Rehabilitation Project
Mandatory Site Tour Sign-in Sheet

Name	Firm Representing	Phone Number	Pre-Tour Initials	Post-Tour Initials
Scholar	George Agosto HART ENGINEERS CORP	475-777 6018	GA	
Daniel Rampone	Scholar Painting + RESTORATION	401-658-4600	DR	
Vaughn Butler	Precision TRENCHES	203-906-8650	VB	
CHRISTINE Conard		518-365- 5600	CC	

F. Responses to Prospective Bidders' Questions

RESPONSE TO PROSPECTIVE BIDDERS QUESTIONS

No.	Question	Response
1	Per DWG S-001-002, is there a specified overlay material for the gallery roof?	The overlay material shall be System No. 5 as specified in Specification 03 01 33. Alternatively the Contractor may submit a 4,000 psi air entrained concrete mix for approval by Engineer.
2	We propose CIM 1000 material for approval prior to bid.	The proposed CIM 1000 material is considered an approved equal to the Specified System 19 included in Specification 09 90 00. A manufacturers supplied primer compatible with the proposed system shall be applied prior to coating and the MDFT shall equal the total thickness of System 19 (90 MDFT).
3	Standard invitation for Bids and Contract Terms and Conditions, Paragraph 23 – Please clarify if Professional Liability Coverage is required to be carried by the contractor?	Professional Liability is not required.
4	Section 01 31 13, paragraph 1.06.5 – The contractor is responsible for removal of the remaining sludge on the bottom of the tanks and cleaning for inspection. Can the remaining sludge and excess water from cleaning be disposed of at the plant or will it need to be hauled and disposed of offsite?	The remaining sludge and water used for cleaning the tank can be disposed of onsite. Water used for pressure waterblast must be handled as described in Paragraph 1.06.6.
5	Please clarify the following questions regarding Section 03 01 32: a. There are 2 different systems specified, System A – Shotcrete Mortar and System C – Polymer- Modified	a. Both systems are acceptable for use in rehabilitation of vertical and overhead surfaces. In preparation of the specifications it was expected that both systems would be needed but it is up to the Contractor to determine the locations and need of the systems.

	<p>Repair Mortar. Is the intent of the specification to use both systems or use either shotcrete or repair mortar?</p> <p>b. If the intent is to not use both systems, can SikaRepair 224 be used as an alternate product for the overhead and vertical surface repair.</p> <p>c. Paragraph 3.02 B.2 – states to calibrate for average removal of ½” of concrete. Detail 6 on DL-001 states to remove an average of 1” of concrete. Please clarify.</p>	<p>b. SikaRepair 224 is considered an approved alternate to SikaTop 123.</p> <p>c. The average removal should read “1 inch”. The specification has been corrected.</p>
6	<p>The specifications have 2 bid forms and bid bond sheets. One from the City of New London and another in the CH2M Hill contract documents. Please clarify if both sets of forms need to be filled out or only the ones from CH2M Hill.</p>	<p>The Specifications have been corrected.</p>
7	<p>The specifications have both City of New London terms and conditions and the Standard General Conditions in the CH2M Hill contract documents. Please clarify which set of general conditions should be followed.</p>	<p>The Specifications have been corrected.</p>
8	<p>Will the building permit fee be waived by the City of New London?</p>	<p>The building permit fee will not be waived.</p>
9	<p>Have any of the items being demolished been tested for PCB’s?</p>	<p>PCB testing was not performed and is not required under the contract.</p>

G. Bid Form

<u>Addendum No.</u>	<u>Addendum Date</u>

(Bidder shall insert number of each Addendum received.)

3.1.2. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3.1.3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

3.1.4. Bidder has carefully studied: i) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) which have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable “technical data,”; and ii) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable “technical data.”

3.1.5. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.

3.1.6. Based on information and observations referred to in paragraph above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

3.1.7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

3.1.8. Bidder has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

3.1.9. The Bidding Documents are generally sufficient to indicate and convey understanding of terms and conditions for the performance of the Work for which this Bid is submitted.

4. BIDDER'S CERTIFICATION

4.1. Bidder certifies:

4.1.1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

4.1.2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

4.1.3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

4.1.4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:

4.1.4.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

4.1.4.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;

4.1.4.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

4.1.4.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

4.1.5. Required sales and use taxes are included in the stated Bid prices for the Work unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax or if Instructions to Bidders state Owner is tax exempt.

5. BASIS OF BIDS

5.1. Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

5.1.1. Lump Sum Bid Price: \$

5.2. Unit Price Bid Schedule:

5.2.1. Unit prices have been computed in accordance with Paragraph 13.03.C of the General Conditions.

5.2.2. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Unit Price Bid Schedule					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
1.	Replace existing 10" BS penetration into Waste Sludge Holding Tank on Sheet D-001.	1	EA	\$	\$
2.	Replace existing 10" TS penetration into Thickened Sludge Holding Tank on Sheet D-001.	1	EA	\$	\$
3.	Detail 1 on Sheet DL-001	375	SF	\$	\$
4.	Detail 2 on Sheet DL-001	200	SF	\$	\$
5.	Detail 3 on Sheet DL-001	700	SF	\$	\$
6.	Detail 4 on Sheet DL-001	90	SF	\$	\$
7.	Detail 7 on Sheet DL-001	25	SF	\$	\$
<u>8.</u>	<u>Allowance for disposal of Lead or Asbestos containing Items</u>	<u>Allowance</u>			<u>\$10,000</u>
Total of Extended Bid Unit Prices					\$

5.3. Base Bid Summary:

5.3.1. Lump Sum Bid Price: \$

5.3.2. Total Extended Unit Bid Prices: \$

5.3.3. Base Bid (Total of Above): \$

5.3.4. Base Bid (Words): _____

6. TIME OF COMPLETION

~~6.1.~~ Bidder agrees the Work, and any Milestones specified in Section 01 31 13, Project Coordination, will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates, or within the number of calendar days, indicated in the Agreement.

~~6.2.~~ Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work, and any specified Milestones, within the Contract Times.

7. ATTACHMENTS TO THIS BID

7.1. The following documents are submitted with and made a condition of this Bid:

7.1.1. Required Bid security.

7.1.2. Bidder's Experience.

7.1.3. Bidder's Qualification.

7.1.4. List of Project References.

7.1.5. State of Connecticut DAS Contractor Prequalification Certificate.

7.1.6. State of Connecticut DAS Update (Bid) Statement.

7.1.7. Listing of proposed Subcontractors.

8. DEFINED TERMS

8.1. The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

9. BID SUBMITTAL

9.1. This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By (signature): _____

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in Connecticut is: _____.

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address: _____

Phone No.: _____ FAX No.: _____

E-mail: _____

SUBMITTED on _____, 20_____

Connecticut Contractor's License No.: _____

Contractor's License Class (where applicable): _____

END OF SECTION